State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** 2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA) **Project Name/Number:** 2012 Temporary Insurance Agreement AXA-TIA-2012 /

## Filing at a Glance

Company: MONY Life Insurance Company of America

Product Name: 2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA)

State: Arkansas

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Filing Type: Form

Date Submitted: 09/18/2012

SERFF Tr Num: ELAS-128682436

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num:

Implementation On Approval

Date Requested:

Author(s): Audrey Arnold, Samra Mekbeb, Sabrena Lallmohamed, Jillian Rios

Reviewer(s): Linda Bird (primary)

Disposition Date: 09/24/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA) Product Name: Project Name/Number: 2012 Temporary Insurance Agreement AXA-TIA-2012 /

## **General Information**

Project Name: 2012 Temporary Insurance Agreement AXA-

TIA-2012

**Project Number:** 

Requested Filing Mode: Review & Approval

Explanation for Combination/Other: Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Jillian Rios

Filing Description: September 18, 2012

**VIA SERFF** 

Jay Bradford, Insurance Commissioner Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

RE:

MONY Life Insurance of America (MLOA)

(an AXA Financial Company) MLOA NAIC #: 0968-78077 MLOA FEIN #: 86-0222062

Form Nos.: AXA-TIA-2012 - Temporary Insurance Agreement

SERFF Tracking Number: ELAS-128682436

Dear Commissioner:

We are filing for your approval the above referenced form. The form referenced above replaces form AXA-TIA-2011, approved by the Department on June 14, 2011(SERFF Tracking Number ELAS-127186217; State Tracking Number: 49042). The form will be used in the general market for use with all of our individual life insurance products: Whole Life, Current Assumption Whole Life, Term Life, Survivorship Universal Life, Joint Universal Life, Corporate Owned Life, Flexible Premium Universal Life, and Flexible Premium Variable Life, as well as with any future products that we may offer. We will file, as required, any future products for the Department's review and approval prior to use. This application will be used as a paper application as well as electronically.

Form number AXA-TIA-2012 is our temporary insurance agreement and will be provided only when money is taken with our individual life insurance application, form number AXA-Life-2011AR (rev.11/11), approved by the Department on October 26, 2011 (SERFF Tracking Number ELAS-127720417; State Tracking Number: 50092). The submitted form is the same as the previously approved form with the exception of the following changes: the maximum limit of temporary insurance coverage has been increased to \$2,000,000 and item 4 of the section titled Conditions has been expanded to include electronic funds transfers.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile: **Domicile Status Comments:** Market Type: Individual Individual Market Type:

Filing Status Changed: 09/24/2012 State Status Changed: 09/24/2012

Created By: Jillian Rios

Corresponding Filing Tracking Number:

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** 2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA) Project Name/Number: 2012 Temporary Insurance Agreement AXA-TIA-2012 /

We enclosed a Statement of Variable Material for the form.

We certify that form AXA-TIA-2012 achieves a Flesch Readability Score of 50.62.

For the electronic application process, the proposed insured and owner, if applicable, authenticates to the web site using the last four digits of their social security number and the death benefit amount. They then review the application and agree to its accuracy and completeness.

This form is submitted in final printed format, subject to minor modification in paper size and stock, ink, logo, border, pagination, and adaptation to electronic printing or desktop publishing software.

If you have any questions or need additional information, please feel free to call me collect at (212) 314-3068 or Samra Mekbeb at (212) 314-2997.

Sincerely, Leah Tomberlin, Vice President

## **Company and Contact**

## **Filing Contact Information**

Leah Tomberlin, Vice President Leah.Tomberlin@axa-equitable.com

1290 Avenue of The Americas 212-314-3068 [Phone] 13th Floor 212-314-4820 [FAX]

New York, NY 10104

## **Filing Company Information**

MONY Life Insurance Company of CoCode: 78077 State of Domicile: Arizona America Group Code: 968 Company Type: Insurance

1290 Avenue of the Americas, Company Group Name:

State ID Number: 14th Floor FEIN Number: 86-0222062

New York, NY 10104

(212) 314-2921 ext. [Phone]

## **Filing Fees**

Fee Required? Yes \$50.00 Fee Amount: Retaliatory? No

Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #	
MONY Life Insurance Company of America	\$50.00	09/18/2012	62785834	

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name:2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA)Project Name/Number:2012 Temporary Insurance Agreement AXA-TIA-2012 /

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/24/2012	09/24/2012

## **Filing Notes**

Subject	Note Type	Created By	Created On	Date Submitted
A concurrent filing	Note To Reviewer	Jillian Rios	09/18/2012	09/18/2012

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name:2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA)Project Name/Number:2012 Temporary Insurance Agreement AXA-TIA-2012 /

## **Disposition**

Disposition Date: 09/24/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Statement of Variability		Yes
Form	Temporary Insurance Agreement		Yes

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** 2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA) **Project Name/Number:** 2012 Temporary Insurance Agreement AXA-TIA-2012 /

## **Note To Reviewer**

Created By:

Jillian Rios on 09/18/2012 10:33 AM

Last Edited By:

Linda Bird

**Submitted On:** 

09/24/2012 09:50 AM

Subject:

A concurrent filing

## **Comments:**

Please note that a concurrent filing of the identical form referenced in the filing description is being submitted for use with products issued by AXA Equitable Life Insurance Company (SERFF Tracking Number: ELAS-127186216), therefore we respectfully request that one reviewer be assigned to both submissions.

State: Arkansas Filing Company: MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name:2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA)Project Name/Number:2012 Temporary Insurance Agreement AXA-TIA-2012 /

## Form Schedule

Lead F	Lead Form Number: AXA-TIA-2012						
Item	Schedule Item	Form	Form	Form	Action/	Readability	
No.	Status	Number	Туре	Name	Action Specific Data	Score	Attachments
1		AXA-TIA-2012	AEF	Temporary Insurance Agreement	Initial:	50.620	AXA-TIA-2012 Final.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

	COMPANY COPY
(Check O	$_{ ext{ne})}  \Box$ AXA Equitable Life Insurance Company $ \Box$ MONY Life Insurance Company of America
	LIMITED TEMPORARY INSURANCE AGREEMENT/RECEIPT
Name of I	Proposed Insured Date of Birth (mm/dd/yyyy)
TIONS	If the full initial premium is paid with the Application, and all the questions 39 to 44 in section A of the Application and questions 36 to 41 in the Survivorship Product Questionnaire, if applicable, are answered "no," one original, signed Temporary Insurance Agreement/Receipt must be returned with the application. The other original, signed Temporary Insurance Agreement/Receipt must be left with the Owner(s). If the policy applied for is a survivorship policy, both Proposed Insured(s) and the Owner must sign.
INSTRUCTIONS	In this Agreement, "we," "our," and "us" mean the insurance company checked above. We will pay an insurance benefit, upon receipt of all claim documents that we may require at that time, to the beneficiary named in the Application if a person proposed for insurance dies while temporary insurance is in effect. For joint survivorship life insurance policies, the insurance benefit is payable upon the death of the second of the Proposed Insureds to die. Any coverage provided under this Agreement is subject to the conditions stated below. The temporary insurance will be in the amount described below and in accordance with the terms of the policy we would issue.
SNS	Conditions Precluding Temporary Insurance Coverage: If any of the following applies, no financial professional is authorized to accept payment, and NO INSURANCE WILL TAKE EFFECT UNDER THIS AGREEMENT.  (1) Any of the questions 39 to 44 in Section A of the Application or questions 36 to 41 in the Survivorship Product Questionnaire, if applicable is answered VES or LEET BLANK.

CONDITIC

- (2) Any material misstatement made in any part of the Application, any application supplement, questionnaire or in this Agreement.
- (3) The amount paid with this Agreement is less than the full initial premium required for the policy, or a properly signed approved payment authorization is not submitted.
- (4) The check, withdrawal authorization, electronic or other commercially accepted debit transaction made or submitted with this Agreement is dishonored when first presented for payment.

Date Temporary Insurance Coverage Starts: Temporary insurance under this Agreement shall not take effect until: (i) vi full initial premium, and (ii) a signed Application, and (iii) the later of (a) and (b) has occurred.  a. The date that the Medical Information Questionnaire is completed, if initially required as to any Proposed Insured(s) by published underwriting rules (see below).					
Al S	27	To be completed by Financial Professional/Inst  ☐ Is required for Proposed Insured 1 ☐ Is ☐ Is required for Proposed Insured 2 ☐ Is	urance Broker: A Medical Information Questionnaire s not required for Proposed Insured 1 and s not required for Proposed Insured 2		
DATE TIA STARTS	DR b. The date that Part 2 (Paramedical or Medical exam) is completed, if initially required as to the Proposed Insured(s) by ou published underwriting rules (see below).				
		☐ <b>Is</b> required for Proposed Insured 1 ☐ <b>Is</b>	Insurance Broker: An Application Part 2 (Paramedical or Medical Exam) s not required for Proposed Insured 1 and s not required for Proposed Insured 2		
	Med	edical Information Questionnaire or Application Par	al bodily injury, directly and independently of all other causes, before a required rt 2 (Paramedical or Medical Exam) for that person is completed, then the temporary ontained in this Agreement, unless it terminated earlier.		

The amount of temporary insurance is the amount of insurance applied for on the life of any Proposed Insured and in effect under all Temporary Insurance Agreements/Receipts issued by the company checked above, and its subsidiaries or affiliates, not to exceed \$2,000,000 in total.

Page TIA 1 X03712\_core AXA-TIA-2012

## **COMPANY COPY**

## DATE TIA COVERAGE ENDS

Date Temporary Insurance Coverage Ends—90-Day Maximum Coverage Period: Temporary insurance under this Agreement will end upon the earliest of:

- (1) The date we offer insurance other than as applied for on any Proposed Insured; and
- (2) The date the policy takes effect, which is the date the policy and all amendments are delivered to the Owner(s) and all delivery requirements have been completed; and
- 3) The date any policy issued under the Application is refused by the Owner(s); and
- (4) Five days after we mail a notice declining the Application and enclosing a refund on any premium paid; and
- (5) The 90th day after the date Part 1 of the Application is signed by the Proposed Insured(s) and Owner(s).

# COVERAGE NOT PROVIDED

- (1) No coverage is provided under this Agreement for a policy or benefit applied for under the terms of a guaranteed insurability option or a conversion privilege.
- 2) No coverage is provided under this Agreement if Section 1035 paperwork is received without the full initial premium with the Application for the Exchange Contract.
- (3) There is no coverage under this Agreement for any death resulting from suicide (while sane or insane). Our liability is limited to return of premium paid.

PREMIUM CHECKS

## ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO THE COMPANY CHECKED ON PAGE ONE. DO NOT MAKE A CHECK PAYABLE TO THE FINANCIAL PROFESSIONAL OR LEAVE THE PAYEE BLANK.

\*\*Receipt: Received from \*\*X\*\* , which is at least the full initial premium required for the policy.

The payment indicated above will be refunded (without interest) if any temporary insurance under this Agreement ends, other than because of death or because the policy has taken effect.

**AFFIRMATIONS** 

In signing below, I (we) agree that I (we) have reviewed all parts of the Application and, as of date below, I (we) affirm that the statements and answers made in all parts of that Application continue to be true and complete to the best of my (our) knowledge and belief. I (We) understand that if the conditions listed in the Agreement are not met, no temporary insurance will take effect. I (We) also understand the provisions contained in this Agreement regarding: (1) the limitation on the amount of temporary coverage provided; (2) when temporary coverage will begin and end; and (3) the coverage that is **not** provided under this Agreement. I (We) explicitly agree to all of the terms and conditions contained in this Agreement as written and understand that no financial professional, insurance broker or agent has the authority to modify the Application, its supplements or questionnaires or this Agreement, or to bind the company by making any promise or representation contrary to the terms and conditions contained in the Application or this Agreement.

	limited to, the Acknowledgment and Authorization.	_ X			
	Signature of Proposed Insured 1 (Parent, Guardian, or Applicant if Proposed Insured is a Child, Issu	Signature of Proposed Insured 2 ue Ages 0–14)			
SIGNATURES	X Signature of Owner or Applicant if not Proposed Insured(s) (If corporation, print firm's name, signature and title of authorized (If Trust, signature of trustee.)	Signed by Owner at City, State d officer.)	Dated on (mm/dd/yyyy)		
5	I am not aware of any other information that would adversely affect Proposed Insured's eligibility for insurance coverage.  On the date of this Agreement, I received the premium amount indicated above. This Agreement bears the same date as the Application Part 1. I have explained the terms of this Agreement to the Proposed Insured(s) and Owner(s) who has (have) stated to me that she/he (they) understand and accept them.				

(Check C		OWNER COPY Ompany	ance Company of Americ
	LIMITED TEMPORARY I	NSURANCE AGREEMENT/RECEIP	Т
Name of	Proposed Insured	Date of Birth	(mm/dd/yyyy)
INSTRUCTIONS	If the full initial premium is paid with the Application questions 36 to 41 in the Survivorship Product Quest Insurance Agreement/Receipt must be returned with Agreement/Receipt must be left with the Owner(s). If and the Owner must sign.	tionnaire, if applicable, are answered "no the application. The other original, signe	o," one original, signed Temporary d Temporary Insurance
INSTRUG	In this Agreement, "we," "our," and "us" mean the insurant all claim documents that we may require at that time, to the dies while temporary insurance is in effect. For joint survit of the second of the Proposed Insureds to die. Any cover The temporary insurance will be in the amount described	he beneficiary named in the Application if a poorship life insurance policies, the insurance age provided under this Agreement is subject	person proposed for insurance be benefit is payable upon the death ct to the conditions stated below.
CONDITIONS	<ul> <li>Conditions Precluding Temporary Insurance Coverage accept payment, and NO INSURANCE WILL TAKE EFF</li> <li>(1) Any of the questions 39 to 44 in Section A of the Apif applicable, is answered YES or LEFT BLANK.</li> <li>(2) Any material misstatement made in any part of the Apin The amount paid with this Agreement is less than the payment authorization is not submitted.</li> <li>(4) The check, withdrawal authorization, electronic or ot Agreement is dishonored when first presented for page.</li> </ul>	PECT UNDER THIS AGREEMENT.  plication or questions 36 to 41 in the Surviplication, any application supplement, question e full initial premium required for the policy,  ther commercially accepted debit transaction	rivorship Product Questionnaire, onnaire or in this Agreement. or a properly signed approved
DATE TIA STARTS	☐ <b>Is</b> required for Proposed Insured 2 ☐ <b>Is no</b> OR	the later of (a) and (b) has occurred. is completed, if initially required as to any P  ace Broker: A Medical Information Questionna t required for Proposed Insured 1 and t required for Proposed Insured 2	Proposed Insured(s) by our aire
DA:	☐ <b>Is</b> required for Proposed Insured 2 ☐ <b>Is no</b>	<b>Irance Broker:</b> An Application Part 2 (Parant required for Proposed Insured 1 and required for Proposed Insured 2	nedical or Medical Exam)
1	If any Proposed Insured dies as a result of accidental bo	uliv ithury, directly and independently of all (	omer causes, before a required

The amount of temporary insurance is the amount of insurance applied for on the life of any Proposed Insured and in effect under all Temporary Insurance Agreements/Receipts issued by the company checked above, and its subsidiaries or affiliates, not to exceed \$2,000,000 in total.

insurance will be in effect subject to the conditions contained in this Agreement, unless it terminated earlier.

Medical Information Questionnaire or Application Part 2 (Paramedical or Medical Exam) for that person is completed, then the temporary

Page TIA 3 X03712\_core AXA-TIA-2012

### **OWNER COPY**

# DATE TIA COVERAGE ENDS

Date Temporary Insurance Coverage Ends—90-Day Maximum Coverage Period: Temporary insurance under this Agreement will end upon the earliest of:

- (1) The date we offer insurance other than as applied for on any Proposed Insured; and
- (2) The date the policy takes effect, which is the date the policy and all amendments are delivered to the Owner(s) and all delivery requirements have been completed; and
- (3) The date any policy issued under the Application is refused by the Owner(s); and
- (4) Five days after we mail a notice declining the Application and enclosing a refund on any premium paid; and
- (5) The 90th day after the date Part 1 of the Application is signed by the Proposed Insured(s) and Owner(s).

## COVERAGE NOT PROVIDED

- (1) No coverage is provided under this Agreement for a policy or benefit applied for under the terms of a guaranteed insurability option or a conversion privilege.
- 2) No coverage is provided under this Agreement if Section 1035 paperwork is received without the full initial premium with the Application for the Exchange Contract.
- (3) There is no coverage under this Agreement for any death resulting from suicide (while sane or insane). Our liability is limited to return of premium paid.

PREMIUM CHECKS

## ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO THE COMPANY CHECKED ON PAGE ONE. DO NOT MAKE A CHECK PAYABLE TO THE FINANCIAL PROFESSIONAL OR LEAVE THE PAYEE BLANK.

The payment indicated above will be refunded (without interest) if any temporary insurance under this Agreement ends, other than because of death or because the policy has taken effect.

**AFFIRMATIONS** 

In signing below, I (we) agree that I (we) have reviewed all parts of the Application and, as of date below, I (we) affirm that the statements and answers made in all parts of that Application continue to be true and complete to the best of my (our) knowledge and belief. I (We) understand that if the conditions listed in the Agreement are not met, no temporary insurance will take effect. I (We) also understand the provisions contained in this Agreement regarding: (1) the limitation on the amount of temporary coverage provided; (2) when temporary coverage will begin and end; and (3) the coverage that is **not** provided under this Agreement. I (We) explicitly agree to all of the terms and conditions contained in this Agreement as written and understand that no financial professional, insurance broker or agent has the authority to modify the Application, its supplements or questionnaires or this Agreement, or to bind the company by making any promise or representation contrary to the terms and conditions contained in the Application or this Agreement.

X		_ X	
"	Proposed Insured 1	Signature of Proposed Insured 2	
(Parent, Guar	dian, or Applicant if Proposed Insured is a Child, Issi	ue Ages 0–14)	
(If corporation	Owner or Applicant if not Proposed Insured(s) n, print firm's name, signature and title of authorize ature of trustee.)	Signed by Owner at City, State d officer.)	Dated on (mm/dd/yyyy
On the date of Part 1. I have	re of any other information that would adversely aff of this Agreement, I received the premium amount in explained the terms of this Agreement to the Propertiand and accept them.	ndicated above. This Agreement bears th	e same date as the Applicati

SERFF Tracking #:	ELAS-128682436	State Tracking #:		Company Tracking #:
State:	Arkansas		Filing Company:	MONY Life Insurance Company of America

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

Product Name:2012 Temporary Insurance Agreement AXA-TIA-2012 (MLOA)Project Name/Number:2012 Temporary Insurance Agreement AXA-TIA-2012 /

## **Supporting Document Schedules**

		item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Readability Certification.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
Statement of Variability Non-ICC			

## **MONY Life Insurance Company of America**

## **CERTIFICATION OF READABILITY**

MONY Life Insurance Company of America has reviewed the enclosed form and certifies that this form meets the minimum Flesch Scale Readability requirements.

FORM NO.

AXA-TIA-2012		50.62
	BY:	Lean Tombali
		Signature

Leah Tomberlin

Name

**SCORE** 

Title
September 18, 2012
Date

Vice President

## MONY LIFE INSURANCE COMPANY OF AMERICA

## STATEMENT OF VARIABILITY

This Statement of Variability describes the bracketed material contained in the below-referenced form. This allows the Company to make the changes in accordance with the statements below without refiling.

Form Number Form Description

AXA-TIA-2012 Limited Temporary Insurance Agreement/Receipt

We have bracketed the limit on the amount of temporary insurance, in the Limited Amount section, as it may vary in range depending on the rules of the company: \$1,000,000 - \$3,000,000.